

STATEMENT OF WORK
AMENDMENT 1

COUNTY OF HAWAII
DEPARTMENT OF LIQUOR CONTROL

LICENSING & PERMITTING APPLICATION

Version 1.00

Document Number – HAWAII.FY2019.002

STATE OF HAWAII

OVERVIEW

This Statement of Work (“SOW”) Amendment 1 document identifies the responsibilities between the Department of Liquor Control, County of Hawaii (“COUNTY”) and the Hawaii Information Consortium, LLC (“HIC”), the Internet Portal provider for the State of Hawaii. This document is subordinate to the requirements stated in RFP-08-11-SW, Internet Portal Manager and Service Provider, HIC’s Proposal and the contract between the State of Hawaii and HIC dated December 3, 2007 (collectively referred to as the “CONTRACT”).

The SOW is subordinate to the Service Level CONTRACT (“SLA”) between the COUNTY and HIC signed and dated on June 15, 2015. This SOW is subject to all terms and conditions thereof unless specifically designated as exceptions in this document.

This is an amendment to the original SOW document entitled “County of Hawaii, Department of Liquor Control, Licensing & Permitting Application” dated on August 8, 2016 and signed between the COUNTY and HIC.

TERM AND TERMINATION

This SOW shall begin on the date it is signed by all parties (hereinafter referred to as “Effective Date”), and shall continue in effect until the expiration/termination of the CONTRACT or 10 years from the Effective Date, whichever is earlier. Termination of this SOW shall not operate to terminate any other SOW between the parties, and such termination shall not, by itself, operate to terminate the CONTRACT.

This SOW may be terminated pursuant to the terms and conditions in the AG’s General Conditions.

CURRENT PROCESS

The current process for liquor license renewals is a manual one. A licensee completes a fillable pdf application, prints it and mails it with a payment or pays over the counter at Liquor Control offices in Kona and Hilo. The Liquor Control staff manually processes renewal applications.

PURPOSE STATEMENT

This Statement of Work Amendment covers the addition of liquor license renewals to the existing Licensing and Permitting system (liquorpermits.ehawaii.gov/hawaii). This enhancement will: a) allow licensees to complete and submit their renewal application and pay their renewal fee online; b) enable the Liquor Control staff to electronically manage the review and approval process.

DEFINITIONS

Acceptance: Acceptance refers to the COUNTY's written approval of the functionality delivered in the production environment.

CMS (Content Management System) site: the front-end user interface that allows a user, even with limited expertise, to add, modify, and remove content from a website without the intervention of a webmaster; primarily allows the user to perform actions.

Delivery: Delivery refers to when HIC delivers the entire functionality per the SOW requirements into the production environment.

Final Acceptance: Final Acceptance refers to the COUNTY's written approval of the entire project.

Fixed Rate (Business Model): When transaction fees are not feasible we can still offer services with a fixed rate. In most cases, this funding model is used when an agency wants to develop an online service that has an existing funding model (i.e. federal grants) or the service doesn't generate any revenue but requires significant development and maintenance.

Hybrid (Business Model): A hybrid approach is using both the self-funded and time & materials models together. There are development costs, however, they are discounted as there is also a self-funded component to the application.

Self-funded (Business Model): HIC absorbs the risk and cost of developing & maintaining the service in return for future revenue over the lifecycle of the service. HIC generates revenue through portal fees that are added on to the online services we build. These fees can be passed to the fee payer or absorbed in part or whole by the COUNTY.

Services: Web site and application development; Web site and application maintenance; Web site and application hosting; Marketing; Customer service; Payment portal and account management; Portal development and maintenance; Mobile web applications. See SPO Vendor List Contract No. 08-13 for entire list of services.

Software: Web applications, CMS websites and APIs. For purposes of clarity, the following off-the-shelf, SaaS solutions are developed, owned and maintained by HIC affiliates and expressly excluded from the definition of "Software": (1) payment processing services and subscriber billing; (2) the Gov2Go® Platform and related services; (3) a proprietary application development platform referred to as "Application Engine," which enables expedited application design services; and (4) any other enterprise SaaS solutions developed outside of the CONTRACT and provided for the COUNTY use under the CONTRACT.

Web application or application: a client-server software application in which the client (or user interface) runs in a web browser; primarily allows the user to perform actions.

Work plan: a work plan provides a timeline of the deliverables outlined in the SOW that is developed by HIC and approved by the COUNTY.

SCOPE OF WORK AND DELIVERABLES

Specifications for the project are attached as Exhibit A and made a part of this SOW.

DELIVERY, ACCEPTANCE AND FINAL ACCEPTANCE

DELIVERY

Prior to launch of the service, HIC will provide the COUNTY with an Authorization to Deploy Letter describing that the service has been built to the COUNTY requirements. The COUNTY shall sign and return the Authorization to Deploy Letter to HIC within 5 business days.

After receiving the signed Authorization to Deploy Letter, HIC will deploy the entire functionality per the SOW requirements into the production environment on the date specified in the Authorization to Deploy Letter.

ACCEPTANCE (Deliverables)

The COUNTY shall not exceed fifteen (15) working days to review each deliverable and to either notify HIC of acceptance, or to provide HIC a detailed list of deficiencies that must be remedied prior to payment being made. In the event the COUNTY notifies HIC of material, non-compliance with the functional specifications, HIC shall correct the error within a period not to exceed fifteen (15) working days or a time period mutually agreed upon between HIC and COUNTY.

FINAL ACCEPTANCE

COUNTY should notify HIC of any errors or bugs when discovered during testing in the 90-day post-launch period. HIC shall fix any specifications not met by the project completion date specified in the Work Plan, plus the 10 business days to fix all issues at no extra cost or charge to COUNTY, or any longer time specified as mutually agreed upon in writing.

Once all the errors and bugs, if any, have been fixed and the Software or service has been retested, or at the end of the 90-day post-delivery period, whichever occurs later, HIC shall provide an acceptance letter to COUNTY with a checklist of the deliverables/specifications for approval. COUNTY shall sign and return the acceptance letter to HIC within 5 business days at which time the maintenance period begins.

MAINTENANCE AND SUPPORT

The annual maintenance and hosting shall be provided to the COUNTY, irrespective of any changes or enhancements to the system, as described under Maintenance and Support Fees in Exhibit A.

Schedule of Maintenance

HIC will provide support for the proper installation and ongoing general maintenance and operation of the application including the following:

- Customer Service Support including phone, email, and chat support Monday through Friday 7:45 AM to 4:30 PM, excluding state holidays.
- Database and file storage
- Daily database backups at 10:00 PM; COUNTY will be notified if the time changes
- Daily file backups at 12:00 AM; COUNTY will be notified if the time changes
- Maintenance of the web application and hosted environment
 - annual application scan within a year of the anniversary of service launch date
 - server, system, and security updates upon release of new patches/updates by third-party vendors
 - monitoring of the application and hosted environment 24/7

Notification to COUNTY to be posted of any changes or maintenance at least 48 hours prior.

After the application is delivered, as defined in the DELIVERY and FINAL ACCEPTANCE section, HIC will provide support for the proper installation and ongoing general maintenance and operation of the application. HIC shall immediately provide troubleshooting to correct any errors in the application and issues reported by COUNTY.

Upon receipt of notice of an error, HIC will assign a priority level to the error or issue in accordance with the following criteria:

- Priority A – An error that results in the service being substantially or completely nonfunctional or inoperative. These issues shall be resolved within 6 business hours. If an issue cannot be resolved within the 6 business hours or a work-around is the immediate solution, a resolution plan must be presented by HIC to the COUNTY within the 6 business hours and the HIC General Manager will be notified. If the service is unavailable a message will immediately be posted by HIC to web users that the site is temporarily down.
- Priority B – An error that does not impact the performance or operation of the site, but correction of the error will result in improved user experience or application efficiency. HIC will investigate and resolve within 10 business days. If the issue cannot be resolved within the 10 business days or a work-around, decided by both parties, is the immediate solution, a resolution plan must be presented by HIC to the COUNTY within the 10 business days.
- Priority C – A simple text or graphic (non-design) change. The change will be completed within 15 business days unless a mutually agreed upon timeline is stated in writing.

During state business hours, 7:45 a.m. – 4:30 p.m., Monday through Friday, the COUNTY will contact the Partner Liaison if there are any issues with the service. During non-business hours, the HIC support team can be contacted at 808-695-4627.

HIC server systems are constantly monitored for seamless operation 24x7x365 days a year using NAGIOS network monitoring software. The software checks the status of HTTP, SSL, and SFTP/FTP services every three minutes. If there is an issue, the software automatically sends an e-mail to the Systems Administrator's and Director of Development's (DOD) cellular telephone. The Systems Administrator and/or Director of Development will then respond as appropriate to the problem, and the Partner Liaison will contact the COUNTY immediately. There are numerous additional monitoring scripts that are also programmed to e-mail the HIC DOD if the file transfer operations are not handled in the proper fashion.

In the event of a system-wide service issue, HIC will immediately notify the Office of Enterprise Technology Services (ETS) via email, ets.notifyus@hawaii.gov. For all other service issues impacting a single service, HIC will immediately notify the State Portal Program Manager and the COUNTY Project Manager by email and phone (See Exhibit A for contact information).

F E E S

All fees shall be reviewed periodically by the COUNTY and the Access Hawaii Committee (AHC), and adjusted after review via an amendment to the SOW upon mutual agreement of HIC, the COUNTY, and the AHC. The AHC will review and approve any and all Portal charges for fairness, reasonableness, and appropriateness in furthering the goals of this CONTRACT.

HIC RATES

RATE CHART – RFP 08-011

| Job Specialty | Hourly Rate |
|-------------------------|-------------|
| General Manager | \$240.00 |
| Software Architect | \$120.00 |
| Senior Project Manager | \$120.00 |
| Project Manager | \$80.00 |
| Senior Business Analyst | \$100.00 |
| Business Analyst | \$70.00 |
| Senior Developer | \$100.00 |
| Developer | \$80.00 |
| Web/Creative Designer | \$60.00 |
| Print Designer | \$75.00 |

| | |
|---|----------|
| | |
| Marketing Executive | \$80.00 |
| Marketing Associate | \$50.00 |
| Financial Management/Billing Specialist/Support Staff | \$70.00 |
| Database Administrator | \$100.00 |
| Security Administrator | \$100.00 |
| Systems Administrator | \$100.00 |

DEVELOPMENT FEES

OPTION 1: Fixed cost for dev costs

FIXED COST: This option is N/A for this project.

OPTION 2: If there are no dev costs, include the following general statement.

NO DEVELOPMENT COST: This option is N/A for this project.

OPTION 3: Hybrid model that combines both fixed cost and no-cost options.

HYBRID: A hybrid approach is using both the no-cost and fixed cost models together. There are development costs, however, they are discounted as there is also a transaction fee component to the application. This project will follow the hybrid model. Please refer to Exhibit A for the development costs. The development costs are not to exceed amount set forth in Exhibit A.

MAINTENANCE AND SUPPORT FEES

This project shall not incur maintenance & support and hosting fees for the duration of the service.

TRANSACTION FEES

OPTION 1: There are no associated transaction fees.

This option does not apply for this project.

OPTION 2: There are transaction fees.

For all transactions completed, there will be a Transaction Fee due and payable to HIC. See Exhibit A for details on fees.

Any costs incurred by HIC associated with unsuccessful contest of a charge-back, cancellation, or insufficient funds will be invoiced to COUNTY as explained below.

Credit Card Chargebacks

HIC will make an initial effort to collect on all returned payments, credit card chargebacks, etc. HIC's customer service staff will endeavor to satisfy merchant bank requests. In the event that HIC is unable to successfully contest a credit card chargeback, HIC will invoice COUNTY the original transaction amount plus a \$25.00 chargeback fee.

ACH Returns (consolidated ACH via HIC only):

Some eCheck (ACH) transactions may be returned due to insufficient funds or because the bank account information was entered incorrectly by the customer. HIC will notify the COUNTY upon receipt of an ACH return. The COUNTY is responsible for seeking payment on any returned ACH items. For each returned ACH item, HIC will invoice COUNTY the original transaction amount plus a \$10.00 return fee.

Any and all fees and payment policies may be altered by mutual agreement in writing between COUNTY and HIC via an SOW Amendment.

INVOICE AND PAYMENT SCHEDULE

Upon acceptance of HIC deliverables, HIC will send an original invoice to COUNTY. COUNTY has 30-days to pay from the receipt of a valid invoice.

See Exhibit A for details of Invoice and Payment Schedule.

RESPONSIBILITIES OF THE COUNTY

COUNTY will designate a Project Manager with responsibility and authority for review and approval of deliverables under this SOW.

To accomplish the tasks outlined in this SOW and provide the deliverables defined in the Deliverables/Milestones section of this document, COUNTY Project Manager will work with HIC Project Manager/Project Liaison to establish a project plan/timeline in conjunction with Deliverables/Milestones, HIC will require the following from COUNTY by the agreed upon dates in the Work Plan. If COUNTY does not provide any of these items by the required date, delivery dates for HIC deliverables will be revised accordingly. HIC will not be held responsible for delays in the timetable due to unavailability of data or resources from COUNTY.

- COUNTY will provide timely authorization for the project and for each approval required during the project.

- COUNTY will provide written functional requirements for all system components.
- COUNTY agrees to designate content-knowledgeable reviewer(s) to review each deliverable prior to acceptance to ensure that acceptance represents an informed commitment.
- COUNTY will provide knowledge transfer of necessary IT knowledge, environment and business processes. Verbal walkthroughs and documentation will satisfy this responsibility.
- COUNTY will provide content information to be presented on the website.
- While building the website, it is the COUNTY's responsibility to ensure all pre-existing PDF documents meet the August 25, 2010 State Comptroller's Memorandum 2010-28 on Policy Guidance on Web Site Accessibility, which is incorporated herein by reference. This includes adding tags to each document to ensure they are easily read by screen readers.
- After 90-days post launch, COUNTY is responsible for maintaining ADA compliance.
- COUNTY will perform testing and give approval of acceptance
- See additional responsibilities in Exhibit A

RESPONSIBILITIES OF THE HAWAII INFORMATION CONSORTIUM

HIC will provide a Project Manager to serve as the primary point of contact and coordination with the COUNTY project team for the duration of the implementation of this project. COUNTY will require the following from HIC by the agreed upon dates. If HIC does not provide any of these items by the required delivery dates, then COUNTY will not be held responsible for delays in the timetable due to unavailability of data or resources from HIC. HIC will provide all the HIC deliverables detailed in the Deliverables section and will:

- Host the application over the course of its lifecycle
- Present a resolution plan for Priority A prior to project commencement
- Create and submit a Continuity plan to the COUNTY 5 business days prior to launch
- Provide day-to-day management of the project work plan
- Host periodic team meetings to review the status of project activities against the plan
- Provide Project Plan Updates
- Provide Executive Briefing as needed
- Provide the COUNTY with transaction reports and money transfers on a schedule mutually agreed to by HIC and the COUNTY
- Provide a consistent look and feel for related applications under development
- Provide ongoing monitoring of system efficiency and effectiveness and correct deficiencies in a prompt manner
- Provide resources to design, create, test, and implement the service
- Perform system maintenance and upgrades
- Run database backups and recovery routines
- Provide services as specified in the SOW
- Ensure website accessibility compliance per the August 25, 2010 State Comptroller's Memorandum 2010-28 on Policy Guidance on Web Site Accessibility, which is incorporated herein by reference. Accessibility of content added by the COUNTY post-production launch is at the responsibility of the COUNTY.

- Include acceptance testing criteria and process
- See additional responsibilities in Exhibit A

REMEDIES

Failure to Perform

If HIC substantially fails to perform the SOW, COUNTY will give HIC written notice describing such failure. Thereafter, HIC shall have 10 days (or a longer period of time if set forth in the written notice) to remediate such failure. If HIC has not remediated such failure within the allotted time period, COUNTY may terminate this SOW.

Pursuant to section 9.16.2 of the CONTRACT, substantial failure of HIC to perform the SOW may cause the COUNTY to terminate the SOW. In this event, the COUNTY may require HIC to reimburse the monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

MODIFICATIONS AND AMENDMENTS

This SOW may be modified, amended or extended only by mutual agreement signed by both parties.

STAKEHOLDERS

Department of Liquor Control

101 Aupuni Street, Suite 230
Hilo, HI 96720

Hawaii Information Consortium, LLC.

201 Merchant Street Suite 1805
Honolulu, HI 96813

CHAIN OF COMMAND

LIQUOR CONTROL

Gerald Takase, Director

Brandon Gonzalez, Administrative Officer

Marcia Matsui, Administrative Services Assistant I

HIC

Bertrand Ramos, General Manager

Janet Pick, Director of Portal Operations

Zheng Fang, Director of Development

Carrie Miyasato, Partner Liaison

SIGN OFF

I, the undersigned, have the authority to make binding decisions and have the authority to sign on behalf of my respective agency/department regarding projects in collaboration with HIC.

Date:

Date:

Harry Kim
Mayor
County of Hawaii

Bertrand Ramos
General Manager
Hawaii Information Consortium, LLC

Date:

Recommend for Approval
Gerald Takase
Director
Department of Liquor Control, County of Hawaii

Date:

Sebastian Calaway
Purchasing Agent
Purchasing Division, County of Hawaii

Date:

Deanna Sako
Director of Finance
Department of Finance, County of Hawaii

Date:

Approved as to form and legality:

Corporation Counsel, County of Hawaii

REVIEWED AND APPROVED:

Date:

ACCESS HAWAII COMMITTEE

By: Douglas Murdock
Chief Information Officer
Office of Enterprise Technology Services
State of Hawaii